
After Recordation Return By: Mail () Pickup () To:

Tax Map Key

LICENSE AGREEMENT NO. ____

between

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
as Licenser

and

as Licensee

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

LICENSE AGREEMENT NO. _____

THIS LICENSE made and issued this ____ day of _____, 20 ____, by and between the State of Hawaii by its DEPARTMENT OF HAWAIIAN HOME LANDS, whose place of business is Alii Place, Suite 2000, 1099 Alakea Street, Honolulu, Hawaii 96813, and whose mailing address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter called "LICENSOR," and _____, whose place of business and mailing address is _____, hereinafter called "LICENSEE."

WITNESSETH:

WHEREAS, under Section 207(c)(1)(A) of the Hawaiian Homes Commission Act, 1920, as amended, and Section 10-4-22 of the Administrative Rules of the Department of Hawaiian Home Lands, as amended, LICENSOR is authorized to grant licenses for the use of Hawaiian home lands for public purposes.

WHEREAS, LICENSEE has requested a license to use Hawaiian home lands for _____; and

WHEREAS, LICENSEE provides _____ and related services to LICENSOR'S beneficiaries.

NOW THEREOFRE, in consideration of the terms and conditions herein contained to be observed and performed by the LICENSEE, LICENSOR hereby grants to LICENSEE this License to use that parcel of Hawaiian home lands shown on the map as Exhibit "A," and more particularly described in Exhibit "B," attached hereto and incorporated herein, and further identified by Tax Map Key No. _____ (por.), containing a land area of _____ acres, more or less, hereinafter referred to as "premises" and situate within the _____, City and County of Honolulu.

THE TERMS AND CONDITIONS upon which LICENSOR grants the aforesaid right and privilege are as follows:

1. Term. The term of this License is for _____ (____) years, or until such time as LICENSEE ceases to operate the _____ or other permitted use, whichever occurs sooner, unless this License is sooner terminated as hereinafter provided. LICENSOR and LICENSEE also may agree to extend the term of this License any number of times for such period or periods of time as LICENSOR and LICENSEE shall determine. Should any existing or future law be

construed as permitting the LICENSOR to terminate or withdraw all or any portion of this License prior to the end of such period, LICENSOR agrees that such right may be exercised only after _____ year of this License and subject to the last paragraph of Section 8 below.

2. License Fee. The license fee for the term of this License shall be _____.

3. Use. LICENSEE may not use the premises for any purpose other than for

_____ purposes.

4. Taxes, Assessments and Utilities. LICENSEE shall, pay, when due, all taxes, rates, assessments, charges, and other outgoings of every nature and kind whatsoever, including all charges for utility services, which shall during the term of this License be lawfully charged, assessed, imposed, or become due and payable upon or on account of the premises and the improvements now on or hereafter erected thereon.

5. Maintenance and Repair. During the term of this License, LICENSEE shall at its expense repair and maintain any the premises including water, gas, plumbing, piping, electrical wiring, glass and all other fixtures in or on the premises with all necessary reparations and amendments whatsoever; shall keep the premises and all improvements thereon in a strictly clean and sanitary condition and shall comply with all laws, ordinances, rules and regulations of the Federal, State, County or municipal governments that are applicable to the premises and improvements; and shall allow LICENSOR or its agents, at all reasonable times, free access to the premises for the purpose of examining the same or determining whether the conditions herein are being fully observed and performed, and shall make good, or commence to make good, at its own cost and expense all defects within sixty (60) days after the mailing of written notice by registered mail to the last known address of LICENSEE.

6. Approval of Construction. All plans and specifications for building construction must be submitted to and approved by the Chairman of the Hawaiian Homes Commission prior to construction. Building renovations under \$50,000.00 need not be submitted for approval.

7. Construction Standards. LICENSEE shall undertake no construction until LICENSOR has reviewed and approved the plans. All buildings or structures or other major improvements of whatever kind that LICENSEE constructs or erects on the premises shall remain the property of LICENSEE and LICENSEE shall have the right, prior to termination of this License, or within such additional period as LICENSOR in its reasonable discretion may allow, to remove its property from the premises; provided that in the event LICENSEE shall fail to so remove such property within thirty (30) days after written notice to remove, LICENSOR may at its option retain said property or remove the same and charge the cost of removal and storage, if any, to LICENSEE. Any new construction must utilize only new materials and be in full compliance with all laws, ordinances, rules and regulations of the Federal, State and County governments. LICENSEE shall not be required to comply with any (a)

county or state zoning or land use ordinance or law and, (b) any county subdivision ordinance. LICENSEE shall be required to comply with the County building code except insofar as any such code conditions the issuance of any required building or other permit on compliance with county zoning or subdivision ordinances. LICENSOR acknowledges that LICENSEE is relying upon the non-applicability of such zoning and subdivision ordinances in entering into the License. Although LICENSOR makes no warranty with respect to their non-applicability, LICENSOR agrees that LICENSEE may terminate this License if LICENSEE is delayed in constructing its improvements on the premises by reasons of assertions of authority by governmental entity inconsistent with the foregoing. Upon request by LICENSEE, LICENSOR shall diligently support LICENSEE'S efforts to remedy and remove the causes of delay, provided that LICENSOR shall not be required to expend any funds in the effort.

8. Ownership/Right to Remove Improvements. All buildings or structures or other major improvements of whatever kind that the LICENSEE constructs or erects on the premises shall remain the property of the LICENSEE during the term of the License. LICENSEE shall have the right, prior to the termination of this License, or within such additional period as LICENSOR in its reasonable discretion may allow, to remove its property from the premises; provided that after ninety (90) days written notice to remove, LICENSOR may at its option retain the property or remove the same and charge the cost of removal and storage, if any, to the Licensee. All insurance and condemnation proceeds pertaining to improvements on the premises shall be the sole property of LICENSEE. In the event ownership of the premises is transferred from LICENSOR to another governmental or quasi-governmental agency, including but not limited to any sovereign government or entity having as its citizens or beneficiaries Native Hawaiians who are beneficiaries under the Hawaiian Homes Commission Act, the transferee will assume all rights, duties and obligations of LICENSOR under this License and will agree to not interfere with LICENSEE'S quiet enjoyment of the premises provided LICENSEE agrees to attorn to the transferee.

If LICENSOR becomes aware that a transfer of the premises will occur, LICENSOR will promptly notify LICENSEE and will take diligent action to insure that the transferee will not interfere with LICENSEE'S use of the premises as set out in this license. LICENSOR will not voluntarily transfer its rights to such transferee without written assurance from such transferee that such transferee will not interfere with LICENSEE'S rights under this License.

9. Waste: Unlawful Use. LICENSEE shall not do or commit or permit or suffer to be done, any willful or voluntary waste or destruction in and upon the premises, any nuisance, or any unlawful or improper use of the premises.

10. Non-Discrimination. LICENSEE shall not use the premises, nor permit the premises to be used in support of any policy that unlawfully discriminates against anyone based upon creed, color, national origin, sex or a physical handicap. LICENSEE shall not practice any unlawful discrimination based upon creed, color, national origin, sex or a physical handicap.

11. Default of Licensee. It is expressly agreed that this License is contingent upon the continuing condition that if LICENSEE after a thirty (30) day demand, fails to observe or perform substantially the provisions contained herein, and if LICENSEE does not commence to cure, and diligently continue to attempt to cure, such default within sixty (60) days after delivery by LICENSOR of a written notice of such failure by personal service or by certified mail to LICENSEE; or if the LICENSEE becomes bankrupt, insolvent or files any debtor proceedings or takes or has taken against it for good cause any proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Act seeking readjustment, rearrangement, postponement, composition or reduction of LICENSEE'S debts, liabilities or obligations; then in any such event LICENSOR may at its option cancel this License and thereupon take immediate possession of the premises, after a reasonable time or right of action which LICENSOR may have.

12. Assignment. Except as expressly provided in this License, this License is not transferable. At no time during the term of the License, shall LICENSEE assign, mortgage or pledge its interest in this License or its interest in the improvements now or hereafter erected on the premises without the prior written consent of LICENSOR, which consent will not be withheld unreasonably.

13. Insurance. LICENSEE shall, within thirty (30) days from the date of execution of this License, provide the LICENSOR with evidence of a general comprehensive public liability insurance policy covering the premises in an amount of not less than Three Hundred Thousand Dollars (\$300,000) and Fifty Thousand Dollars (\$50,000) for property loss or damages, naming LICENSOR as additional insured. At LICENSEE'S option, LICENSEE may self-insure the foregoing risks, provided that LICENSEE has not transferred this License.

14. Surrender. Upon the expiration of this License, or its sooner termination as herein provided, LICENSEE shall peaceably and quietly leave, surrender and deliver to LICENSOR possession of the premises. Without limiting LICENSEE'S rights to insurance and condemnation proceeds, LICENSEE shall have the option to surrender this License where the portion damaged or taken renders the remainder unsuitable for the use or uses for which the premises were licensed.

15. Native Hawaiian Rights. LICENSOR warrants that it has made a good faith effort to determine whether native Hawaiian traditional and customary rights have been exercised on the property and has found no evidence of such exercise.

16. Costs of Litigation. In case either party shall, without any fault on its part, be made a party to any litigation commenced by or against the other (other than condemnation proceedings), the party at fault shall pay all costs, including reasonable attorney's fees and expenses incurred by or imposed on the other. The prevailing party in any dispute between the parties shall be entitled to recover its attorney's fees.

17. Definition of Premises. The word "premises" when it appears herein includes and shall be deemed to include the lands described above and all buildings and improvements whenever and wherever erected or placed thereon.

18. Miscellaneous.

a. Consents. Whenever under the terms of this License the consent or approval of either party shall be required, such consent or approval shall not be unreasonably or arbitrarily withheld. If the party receiving any request or consent or approval shall fail to act upon such request within sixty-five (65) days after receipt of written request therefor, such consent or approval shall be presumed to have been given.

b. Bind and Inure. This License shall be binding upon and inure to the benefit of LICENSOR and LICENSEE and their respective personal representatives, successors, successors-in-trust and assigns.

c. Applicable Law; Severability. This License shall be governed by and interpreted in accordance with the laws of the State of Hawaii. If any provision of this License is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

d. Paragraph Headings. The headings of paragraphs in this License are inserted only for convenience and shall in no way define, describe or limit the scope or intent or any provision of this License.

e. Incorporation of Agreements. This License incorporates all agreements between the parties relating to the subject matter hereof, and supersedes all other prior oral or written letters, agreements or understandings relating to the subject matter hereof. This License may not be modified or amended, not any of the provisions hereof waived, except by an instrument in writing signed by the parties hereto.

f. Counterparts. The parties hereto agree that this License may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. In making proof of this License, it shall not be necessary to produce or account for more than one such counterpart. For all purposes, including, without limitation, recordation and delivery of this License, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Approved by the HHC
at its meeting held on

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM
AND LEGALITY:

By

Its Chairman
Hawaiian Homes Commission

LICENSOR

Deputy Attorney General
State of Hawaii

LICENSEE